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ENGINEERING
P.L.L.C.

Hydraulics

Hydrology

Water Resources

December 11, 2003

Mr. Corey Skinner
Idaho Department of Water Resources
1341 Fillmore Street, Suite 200
Twin Falls, ID 83301

Re: Riverview-Cloverly and Rinker water right transfers
Project No. 427-01-2000

Dear Corey:

This letter is in response to your November 26, 2003 inquiry.

Filing Fees

As you requested, please consider this letter to be a formal request that the eight (8) new transfer applications replace the original six (6) applications. Please apply the original filing fees to all of the new applications except Transfer #2GW and Transfer #4GW. These two applications are for 0.20 cfs or less, and so will require an additional fee of \$100 each. Enclosed is a check for \$200 to cover filing fees on these applications.

Agreement and Quitclaim Deeds

Enclosed is a signed Agreement between all Riverview lot owners and Harry Rinker, which clarifies ownership of groundwater right 37-2640 and surface rights 37-521, 37-522, and 37-523. The agreement specifies that seven (7) acres of the groundwater will be conveyed to the Blooms for use on Lots 2 and 3, three (3) acres will be conveyed to the Blooms for use on the entrance area, and the remaining two (2) acres will be retained by Mr. Rinker for transfer to his land east of the highway. Since the two (2) acres of groundwater retained by Mr. Rinker are likely stacked with the surface water, paragraph 2.C. specifies that any stacked surface water may be transferred with the groundwater retained by Mr. Rinker.

Please also note the new provision in paragraph 3.D., in which Riverview-Cloverly agrees to convey the remainder of the surface rights which are not stacked with groundwater to Mr. Rinker. This amount currently stands at 23.0 acres, but may depend on IDWR's final determination of historical acreage; therefore, a quitclaim deed is not being executed at this time.

CHARLES E.
BROCKWAY,
PH.D., P.E.

CHARLES G.
BROCKWAY,
PH.D., P.E.

2016 NORTH
WASHINGTON
STREET • SUITE 4

TWIN FALLS,
IDAHO 83301

208•736•8543

FAX: 736•8506

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Quitclaim deeds as follows are enclosed pursuant to the above provisions of the agreement:

- Rinker to Bloom for 7.0 acres of 37-2640A (Lots 2 and 3).
- Rinker to Bloom for 3.0 acres of 37-2640A (Entrance area).
- Riverview-Cloverly Irrigation, Inc. to Rinker for 2.0 acres of 37-521B, 37-522B, and 37-523B to go with the 2.0 acres of 37-2640A retained by Rinker.
- Riverview-Cloverly Irrigation, Inc. to Rinker for 23.0 acres of 37-521B, 37-522B, and 37-523B (unstacked surface water).

Based on our various discussions and your letter of November 26, 2003, I am addressing the following issues:

Transfer #1

Authority to file: Jim Speck is the corporate attorney for Riverview-Cloverly Irrigation Inc and its registered agent. The president of the corporation is Jacob Bloom and has authority to execute the transfer applications. Documentation from the Idaho Secretary of State is enclosed.

Point of diversion location: The shareholders of Riverview-Cloverly via their attorneys indicated their desire to have the point of diversion at the Big Wood River rather than from the Purdum Slough. The watermaster is also in favor of this approach. This is the point of diversion described on the transfer application.

Transfers #3 and #4

Ownership issue: The ownership of the 2.0 acres of unstacked surface water to be transferred to Little Mackawao / Gimlet West subdivision was resolved by the Agreement and subsequent quitclaim deed. As far as the ownership of the proposed places of use, an aerial map is enclosed showing a GIS overlay recently obtained from the Blaine County GIS Department. This map reflects ownership information from the Blaine County Assessor. The map shows the places of use for Transfer #3 (Nickelson – Lot 2, Gimlet West) and Transfer #4 (Monroe – Lot 4, Little Mackawao).

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Transfer #1GW

Ownership issue: The transfer application has been modified to list 11 acres and 0.22 cfs to comport with the deed from Rinker to Gordon (revised Part 1 and Part 2 enclosed).

Point of diversion issue: The well to be used for the irrigation is an existing well located in the NWSWNE Sec. 32 (this is the east well on Lot 1). Page 1 of the application has been modified to reflect this. The west well is also existing, but is a domestic well only supplying the residence.

Transfer #2GW

Ownership issue: The transfer application has been modified to list 7.0 acres and 0.14 cfs to comport with the Agreement and the quitclaim deed from Rinker to Bloom (revised Part 1 and Part 2 enclosed).

Authority to file issue: The applicant name has been changed to Jacob and/or Ruth Bloom. In our previous discussions, you indicated this would likely be acceptable. Please note that the Agreement was signed by both Jacob and Ruth Bloom, which certainly indicates Mrs. Bloom's concurrence.

Point of diversion issue: The wells listed on the application are existing wells, both of which serve the irrigation system.

Transfer #3GW

Authority to file issue: The applicant name has also been changed to Ward and/or Priscilla Woods (revised Part 1 enclosed). In our previous discussions, you indicated this would likely be acceptable. Please note that the Agreement was signed by both Ward and Priscilla Woods, which certainly indicates Mrs. Wood's concurrence.

Point of diversion issue: The well in the SENESW Sec. 32 is existing, and also serves the residence. The well in the SENWSE Sec. 32 is a proposed well to be drilled to provide an additional supply for the irrigation system.

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Transfer #4GW

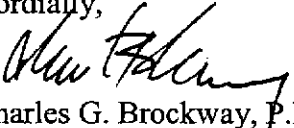
Ownership and authority to file issues: Part 1 of the transfer application has been modified to list 3.0 acres and 0.06 cfs to comport with the Agreement and the quitclaim deed from Rinker to Bloom. This amount in combination with the 2.0 acres / 0.04 cfs originally deeded to Bloom for the entrance area will comprise the 5.0 acres of irrigation on this parcel. The Agreement spells out the fact that the water right(s) will be owned by Bloom for use on the entrance area, even though portions of the land are owned by both Gordon and Bloom (see Paragraph 2.B. of the Agreement).

The applicant name has also been changed to Jacob and/or Ruth Bloom. In our previous discussions, you indicated this would likely be acceptable. Please note that the Agreement was signed by both Jacob and Ruth Bloom, which certainly indicates Mrs. Bloom's concurrence.

Point of diversion issue: The well is existing.

With this information, I believe all transfer applications may continue to be processed. Thank you for your immeasurable patience as we worked out the details on these rights. Please call me if you need anything further.

Cordially,


Charles G. Brockway, P.E.

Enc.

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WARRANTY DEED

THIS INDENTURE, made effective the 20th day of April, 1990,
between JOHN S. CHAPMAN, an unmarried man, the "Grantor," and
HARRY S. RINKER, Trustee under Restatement of Declaration of
Trust dated July 12, 1985 for the benefit of Harry S. Rinker, et
al., the "Grantee," whose mailing address for these purposes is
c/o Rinker Company, Post Office Box 7250, Newport Beach,
California 92658-7250;

WITNESSETH:

For valuable consideration the Grantor does hereby grant and
convey unto the Grantee the real property located in Sections 32
and 33, Township 3 North, Range 18 East, Boise Meridian, Blaine
County, Idaho, particularly described as follows:

Lot 1 of Block 1, Chapman's Cloverly Ranch, according
to the official plat of said subdivision recorded as
Instrument No. 318753, records of Blaine County,
Idaho; and

Lot 1 of Block 1, Chapman's East Cloverly Ranch,
according to the official plat of said subdivision
recorded as Instrument No. 318754, records of
Blaine County, Idaho.

BLAINE CO. REQUEST
Sawtooth Title Co., Inc.
CITY _____
Deed
90 APR 23 PM 3 12
HARRY CHAPMAN, CLERK
FEES \$21.00
mf

318773

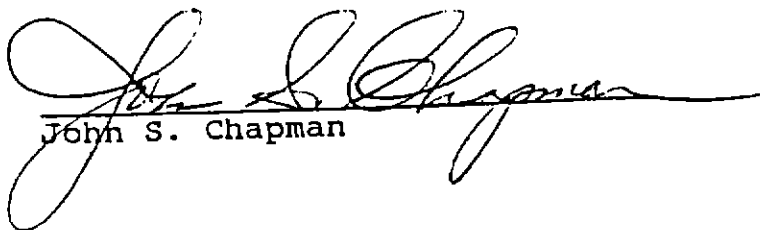
TOGETHER WITH all and singular the tenements, hereditaments and appurtenances thereunto belonging or in anywise appertaining, the reversion and reversions, remainder and remainders, rents, issues and profits thereof (including water rights described and referred to on attached EXHIBIT 1);

SUBJECT TO the liens, encumbrances, reservations, covenants, restrictions and conditions described on attached EXHIBIT 2 attached hereto and made a part hereof.

TO HAVE AND TO HOLD said premises unto the Grantee, its successors and assigns, forever.

The Grantor covenants with the Grantee, its successors and assigns, that the Grantee shall enjoy the quiet and peaceful possession of said premises; that the Grantor is lawfully seized of said premises in fee simple; and the Grantor warrants that the title to said premises is merchantable and is free from all liens, encumbrances, reservations, covenants, restrictions and conditions excepting those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee.

IN WITNESS WHEREOF, this Warranty Deed has been executed by the Grantor the day and year herein first above written.


John S. Chapman

Cloverly Ranch, according to the official plats of said subdivisions on file and of record in the office of the Recorder of Blaine County, Idaho:

9.6% of the decreed rights referred to on EXHIBIT 1;

4.4%
~~91%~~ of the groundwater represented by License No. 37-02640;

10.4%
~~89.6%~~ of the groundwater represented by License No. 37-02507;

All of the spring water rights represented by Claim No. 37-01406; 04106

All of the domestic water rights represented by Claims Nos. 37-01999 and 37-12001;
11449

All of the water rights represented by Permit No. 37-08409; and

All other water rights appurtenant to Grantor's lands which are not conveyed by this deed.

NOTES:

16. Grantor hereby reserves unto himself and his heirs, devisees, personal representatives, successors and assigns, an undivided interest in and to each of the easements referred to in Exception No. 16, above, which shall be and remain appurtenant to and shall run with Grantor's lands described as Lot 2 in Block 1 of Chapman's East Cloverly Ranch.
18. Grantor hereby reserves unto himself and his heirs, devisees, personal representatives, successors and assigns, an undivided interest in and to each of the easements referred to in Exception No. 18, above, which shall be and remain appurtenant to and shall run with Grantor's lands described as Lot 2 in Block 1 of Chapman's Cloverly Ranch.

CORRECTED WARRANTY DEED

THIS CORRECTED WARRANTY DEED is made this 5th day of April, 1991, the same to be retroactive to and effective as of April 20, 1990, between JOHN S. CHAPMAN, an unmarried man, the "Grantor", and HARRY S. RINKER, Trustee under Restatement of Declaration of Trust dated July 12, 1985, for the benefit of Harry S. Rinker, et al., the "Grantee", whose mailing address for these purposes is c/o Rinker Company, Post Office Box 7250, Newport Beach, California, 92658-7250.

Grantor has previously executed that certain Warranty Deed, dated April 20, 1990, and recorded April 23, 1990, as Instrument No. 318773, records of Blaine County, Idaho, which Warranty Deed is incorporated herein by this reference thereto. The first paragraph under the heading "Licensed Rights", of Exhibit "1" to said Warranty Deed is hereby corrected to read, in its entirety, as follows:

"Together with 85.6% of groundwater represented by Groundwater License 37-02640 (Grantor retaining 16 inches of said right for irrigation appurtenant to 11 acres being retained by Grantor in the NW1/4 SE1/4, and 5 acres being retained by Grantor in the SW1/4 NE1/4, of Section 32, T. 3N., R. 18 E.B.M.); and".

Excepted as corrected hereby, said Warranty Deed shall remain in full force and effect.

IN WITNESS WHEREOF, this Corrected Warranty Deed has been executed by the Grantor the day and year herein first above written.

JOHN S. CHAPMAN

STATE OF Idaho)
County of Blaine) ss.

On this 5th day of April, 1991, before me, the undersigned, a Notary Public in and for said county and state, personally appeared JOHN S. CHAPMAN, known to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

NOTARY
PUBLIC
STATE OF IDAHO
blb\rinker.cha

WITNESS my hand and official seal
[Signature]
Notary Public for
Residing at [Signature]

BLAINE CO. REQUEST

OF Brian Ballard

1991 APR 17 P 1:28

329289

HARRY GREEN, CLERK

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MP